

LAGUNA RIDGE

24000 AVILA ROAD
LAGUNA NIGUEL, CALIFORNIA

INVITATION FOR BIDS

89+/- ACRES IN ORANGE COUNTY



U.S. General Services Administration Invitation for Bids (IFB)

SALE OF GOVERNMENT REAL PROPERTY

LAGUNA RIDGE

IFB Number SFRAN923107704
GSA Control Number 9-G-CA-1077-AD
Issued on December 1, 2022

UNIQUE DEVELOPMENT OPPORTUNITY! Laguna Ridge contains approximately 89 +/- acres of land, including the Chet Holifield federal office building and support structures, located at 24000 Avila Road in the City of Laguna Niguel, Orange County, California!

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received and posted at RealEstateSales.gov. Updated information will also be posted at GSA.gov/LagunaRidge.

Auction Summary:

Sale Type: **Online Auction**

Start Date: **Tuesday, March 7, 2023**
11:00 a.m. (Central Time)

Soft Close Date: **Wednesday, April 12, 2023**
11:00 a.m. (Central Time)

Starting Bid: **\$70,000,000**

Registration Deposit: **\$300,000**

Bid Increment: **\$500,000**

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Las Vegas Field Office
Real Property Utilization and Disposal
ATTN: Luis Blandon
See Page 18 for addresses and requirements

Dedicated Web Page:

GSA.gov/LagunaRidge

Inspection Opportunities:

The Property will be open for inspection by appointment only for registered bidders who have paid the registration deposit of \$300,000. See Inspection Instructions on Page 11 for details on site inspection requests.

Sales Information:

Tom Doszkocs
Phone: (619) 318-3843
Email: LagunaRidge@gsa.gov

Online Auction:

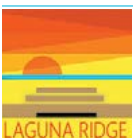
RealEstateSales.gov
Register and submit your bid

Online Auction Assistance:

Luis Blandon, Administrative Officer
Phone: (415) 734-8367
Email: luis.blandon@gsa.gov

Table of Contents

Property Description	page 3
Terms of Sale	page 10
Instructions to Bidders	page 17
Notices and Covenants	page 23
Bidder Registration and Bid Form	page 26
Attachments	page 28



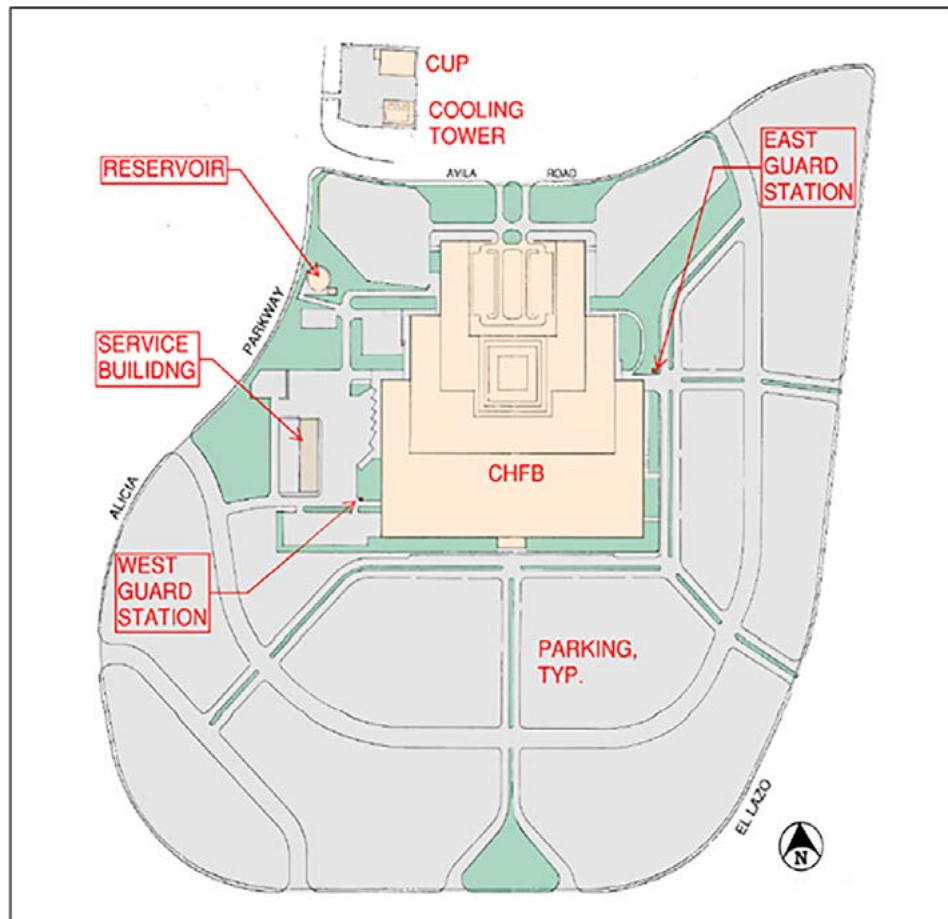
PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located at 24000 Avila Road in the City of Laguna Niguel, County of Orange, California 92677, on the southwest corner of Avila Road and Alicia Parkway, in Laguna Niguel, extending east and south to El Lazo Road, south of the Aliso Creek Road interchange with CA SR-73, and five miles west from the Oso Parkway interchange of I-5, both major transportation routes throughout Orange County. Situated between Los Angeles and San Diego, and approximately 4 miles from the Pacific coastline, Laguna Ridge is highly accessible from road and highway networks, with local arterials Oso Parkway, Aliso Creek Road, Alicia Parkway and Moulton Parkway.

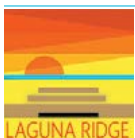
2. SALE PROPERTY DESCRIPTION

Laguna Ridge comprises two parcels of land: **(1) Main Parcel** totals 89.18 acres (3,884,680 square feet) including the Chet Holifield Federal Building ("CHFB"), a pyramid-shaped Ziggurat building sits at grade at the high point of the parcel along Avila Road. The 7- story, concrete and precast building consists of six stories as well as a partial underground section and mechanical penthouse and is multi-tiered with the largest floor area on the first floor and building floors continually reducing in size with each added level. CHFB contains over 1 million rentable square footage and over 800 thousand usable square feet of common areas, including a cafeteria, health unit, credit union, fitness center, and day-care center. The building is partially occupied by federal agencies, tenants, and permittees, with secured access through guarded entries. Separate structures on the Main Parcel include two guard stations, a services support building and fire pump house, helipad, 4,777 +/- parking spaces, fleet areas, and service yard. The roof of the first floor of CHFB includes a large photovoltaic system with over 3840 array panels that produce electricity to support building operations. **(2) Central Utility Plant Parcel** comprises 1.09 +/- acres of land located north of the Main Parcel across Avila Rd and supports the Property's utility infrastructure including a chiller plant, water cooling tower, and above ground thermal energy storage tank capable of holding 1.0 million +/-gallons.



Site Map

(For illustrative purposes only and meant to provide general guidelines)



The following table lists the approximate square footage and the year of construction of the buildings.

BUILDING	TYPE	SIZE (GSF)	YEAR BUILT
CHFB	Federal Office	1,054,233	1971
Services Support	Maintenance	12,243	1971
Energy Station	Utility	9,029	1971
Water Cooling Tower	Utility	7,370	1971
Water Reservoir	Utility	547	1971
Guard House No. 1	Security	74	1971
Guard House No. 2	Security	68	1971

3. DEVELOPMENT OPPORTUNITY

Built between 1968 and 1971, the CHFB was initially designed to house the aerospace firm North American Rockwell Corporation for its corporate offices and as a manufacturing facility. The Property's size and access offers a unique development opportunity as one of the largest land parcels available in the market within the highly desired South Orange County community of Laguna Niguel, one of California's first master-planned communities. The predominant land uses surrounding Laguna Ridge include a mix of retail, small office, and residential homes. Major employers within one mile of the Property include Costco, Walmart, Home Depot, Kohl's, and Pavilions. Laguna Ridge is easily accessible to transportation facilities and regional employment centers in the Irvine, Mission Viejo, and Aliso Viejo areas.

4. LEGAL DESCRIPTION

The legal description of the Property is contained in "Exhibit A" of Attachment A – Sample Quitclaim Deed.

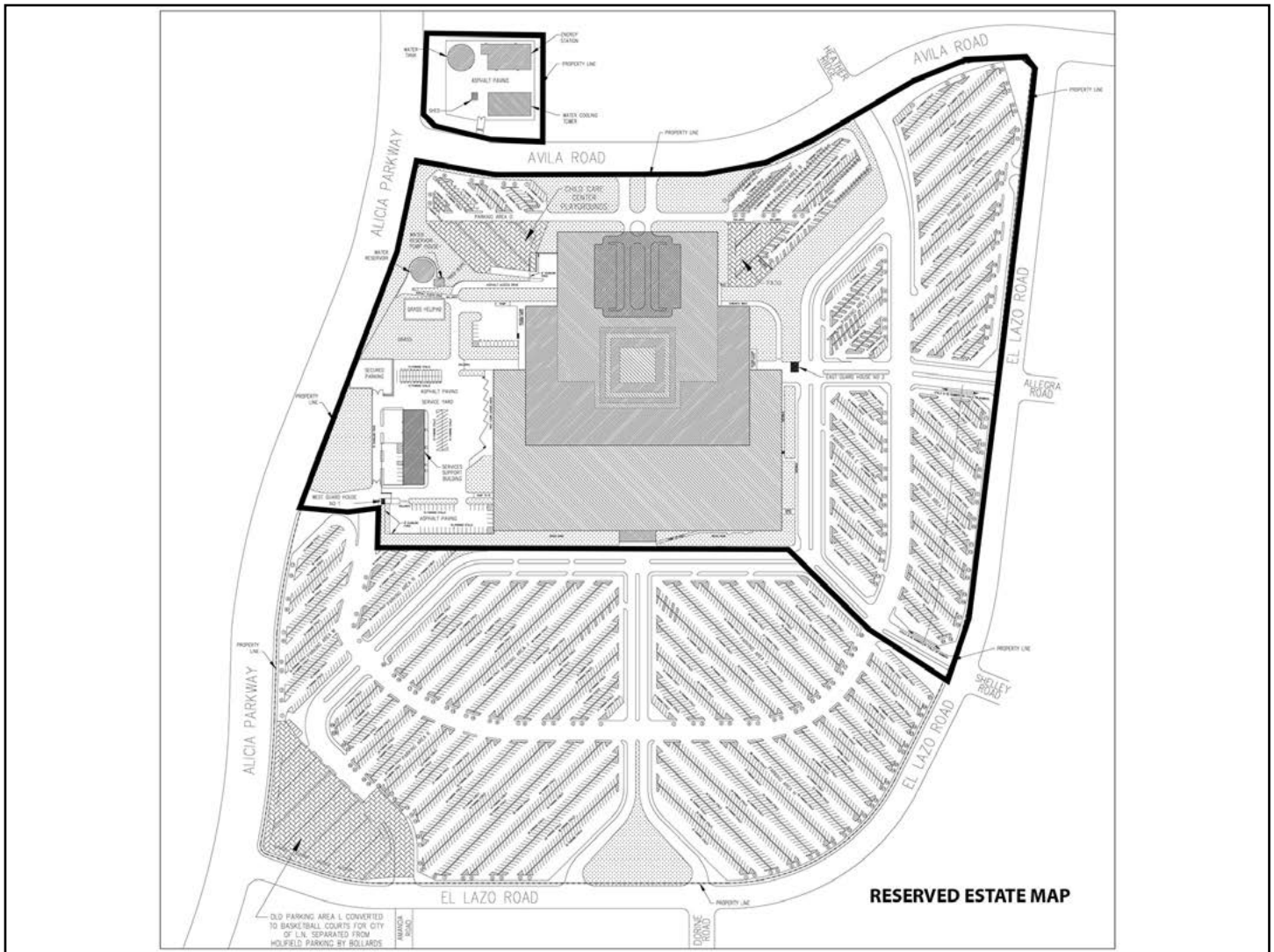
5. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

The Property is referenced by the Orange County Tax Assessor's Office as Assessor's Parcel Numbers 634-031-01; 634-031-04; 634-031-03; and 634-361-01.

6. RESERVATION OF ESTATE

The Government will remain on approximately 52 +/- acres of the Property ("Reserved Property") after conveyance by Quitclaim Deed. To facilitate its continued use and occupancy, the Government will convey the Property to the Purchaser subject to a reservation of an estate ("Reserved Estate") over the Reserved Property at closing through December 31, 2024. The map of the Reserved Property is shown below. Terms and conditions of the Reserved Estate are provided in Exhibit B of Attachment A – Sample Quitclaim Deed respectively. In the event that the Government opts to terminate the Reserved Estate prior to December 31, 2024, the Purchaser is obligated to accept the Property at such earlier date.





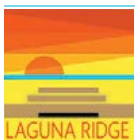
Reserved Estate Map
(For illustrative purposes only and meant to provide general guidelines)

In the event the Purchaser undertakes development activities in the non-reserved portion of the Property, the Purchaser shall implement site security measures necessary to separate the Reserved Property from construction of the remainder of the site through temporary, eight (8) foot high chain link construction fencing, including privacy screen, for the safety of the tenants and invitees of the Reserved Estate so that Federal operations are not unreasonably impacted during construction. Purchase shall coordinate such actions with GSA.

Any existing utilities in the non-reserved portion of the Property shall remain in place for the duration of the Reserved Estate. If existing utilities are required to be re-routed for development within the period of the Reserved Estate, Purchaser shall consult with GSA prior to planning.

7. HISTORIC PROPERTY AND SIGNIFICANCE

CHFB is individually eligible for listing in the National Register of Historic Places ("NRHP") at the state level of significance under Criterion C with a 1971 period of significance, the year of its construction, as an excellent example of a Modern/Brutalist ziggurat building designed by master architect William L. Pereira. It is distinguished by weighty, massive forms, rough, exposed concrete surfaces, broad, expansive wall planes, and recessed windows. The seven-story, million-plus square foot building is notable not just for its massive scale, but its unusual design featuring a stepped ziggurat configuration constructed of angled, painted, precast pebble-textured concrete panels. It also has a lateral force-resisting system consisting of concrete shear walls and single-level concrete moment frames.

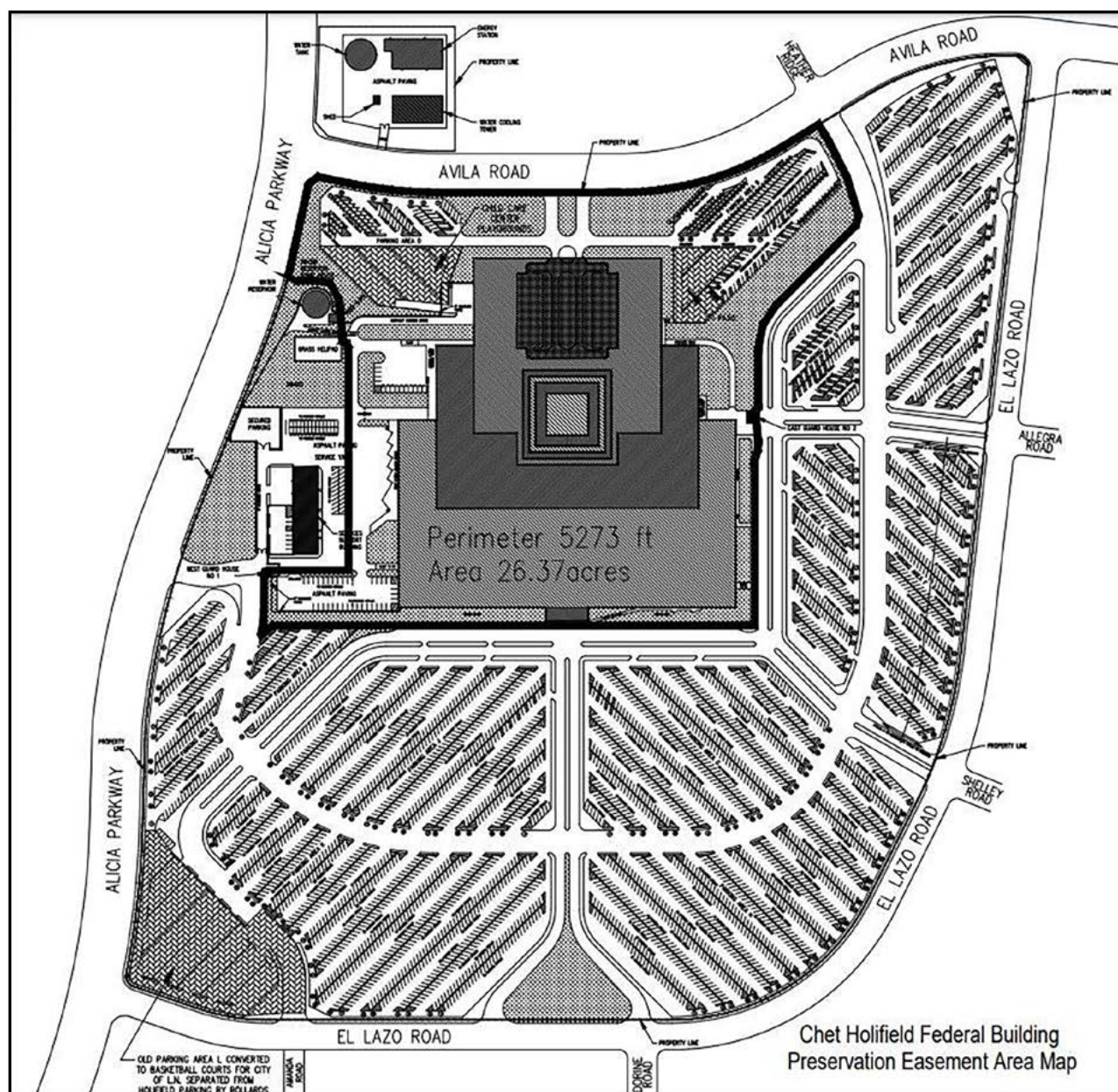


GSA completed a Historic Structures Report (“HSR”) prepared by Architectural Resources Group, dated February 27, 2019. The HSR is a guide that identifies character-defining features of specific improvements (“Historic Property”). A copy of the redacted report is available by request at LagunaRidge@gsa.gov. An electronic copy of the unredacted report will be provided ONLY to the Registered Bidders, subject to signing a Confidential Release and Non-Disclosure Agreement (“NDA”).

8. PRESERVATION AND CONSERVATION EASEMENT

To evidence GSA’s compliance with the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 C.F.R. Part 800), the Historic Property is subject to the following:

A Preservation Easement (“Easement”) will be required to be executed between the Purchaser and an easement holding organization. The Government is providing a sample easement in Attachment B – Sample Preservation Easement. The area subject to the easement (“Preservation Area”) is within the Main Parcel and is depicted in the Preservation Area Map below. The Preservation Area includes the CHFB, the West Guard Station and East Guard Station, and the North driveway and rooftop parking areas, totaling approximately 26 acres. Prior to the recording, the Purchaser is solely responsible for obtaining and providing a legal description of the Preservation Area.



Area Preservation Map
(For illustrative purposes only and meant to provide general guidelines)

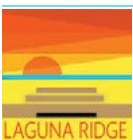


The Government will not be a party to the Easement, however, at a minimum, the Easement must include the following terms to ensure long-term preservation of the Historic Property:

- (i) specify the character-defining features ("Features") of the Property that qualify it for inclusion in the NRHP. Character defining features of the Property include:
 - Original building location.
 - Building massing and stepped ziggurat shape.
 - West and East Guard Stations.
 - Linear fenestration.
 - Pebble-textured pre-cast concrete cladding.
 - North driveway and rooftop parking areas.
 - Original main lobby on fourth floor.
- (ii) state that the Purchaser, and all successors and assigns, agrees not to perform alterations to the Historic Property unless they are in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards") and approved, in writing, by the Easement-holding entity;
- (iii) state that the Purchaser, and all successors and assigns, agrees to not perform any alteration (e.g., removal of Features, addition of material that may affect Features, or new construction), or permit any inaction that would materially affect the Historic Property without prior written approval of the Easement-holding entity;
- (iv) state that the Purchaser, and all successors and assigns, agree at all times to maintain the Historic Property in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the historic Property nor accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards;
- (v) state that the Purchaser, and all successors and assigns shall at a minimum and at its own cost and expense, take commercially reasonable actions to secure the Historic Property from the elements, vandalism and arson, and carefully undertake any stabilization that is necessary to prevent deterioration, in accordance with the recommended approaches set forth in the Secretary's Standards, as approved in writing by the Easement-holding entity;
- (vi) state that the Purchaser, and all successors and assigns, agree that at its expense it shall keep the Historic Property insured against casualty loss or damage and against liability for injury or damage to persons or property according to terms as may be reasonably required by the Easement-holding entity;
- (vii) state that the Purchaser, and all successors and assigns, agrees to grant representatives of the Easement-holding entity the right to inspect the Historic Property, from time to time, upon reasonable notice, to determine whether the Purchaser, and successors and assigns, is in compliance with the terms set forth in the Easement; and
- (viii) state that the Purchaser, and all successors and assigns, will provide reasonable public access to appropriate areas of the Historic Property, that does not unduly interfere with the use of the Historic Property by the Purchaser, and all successors and assigns, nor compromise the physical integrity of those characteristics of the Historic Property that qualify it for inclusion in the NRHP

The Easement will be finalized in consultation with the Purchaser, the easement holding organization and GSA. Within ninety (90) calendar days of acceptance of the bid by the Government, the Purchaser must provide GSA a copy of the final Easement. Within one hundred twenty (120) calendar days of acceptance of the bid by the Government, the Purchaser must deposit in escrow an executed Easement with accompanying legal description for the Preservation Area, at no cost to the Government, with a qualified easement holder to ensure long-term preservation of the Historic Property.

The Easement shall be recorded contemporaneously with the Quitclaim Deed in the official records of Orange County at closing.



9. EASEMENT HOLDING ORGANIZATIONS

Within thirty (30) calendar days of acceptance of a bid by the Government, the Purchaser must notify GSA of its selection of an easement holder. **The Purchaser must select an easement holder that has an established track record in historic preservation, and which is well-positioned to responsibly exercise a long-term stewardship role in its easement holdings.**

The Government is aware of the following preservation entities that are qualified to hold a preservation easement:

National Trust for Historic Preservation

Claire Jones, Associate Director of Easement Programs
2600 Virginia Ave NW, Suite 1100
Washington, DC 20037
Office: (202) 588-6000/ (800) 944-6847
CJones@savingplaces.org
<https://savingplaces.org/>

California Preservation Foundation

Cindy Heitzman, Executive Director
101 The Embarcadero, Suite 120
San Francisco, CA 94111
Office: (415) 495-0349
chietzman@californiapreservation.org
www.californiapreservation.org

Trust for Architectural Easements

Steven McClain, President
1906 R Street NW, Washington, DC 20009
Office: (202) 797-5290/ (888) 831-2107
smcclain@architecturaltrust.org
www.architecturaltrust.org

Each of these organizations may impose an easement stewardship fee and/or endowment contribution as consideration for being an easement holder for the Historic Property. The Purchaser shall be responsible for the direct payment of any such fees to the selected easement holder, in addition to the purchase price.

Should the Purchaser wish to choose their own easement holder, an easement holder must:

- (i) have as a primary part of its mission, if not exclusively, the preservation of historic places, or have a clear commitment to protect the preservation purposes;
- (ii) have the resources to monitor and enforce its easements
- (iii) be a tax-exempt 501 (c)(3) organization
- (iv) be willing to expressly restrict assignment of the easement to other qualified organizations which promise to carry out the preservation purposes, via a process set forth in the Easement; and
- (v) evidence to the Purchaser and GSA, in writing, that it is willing and able to enforce the Easement.

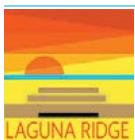
10. HISTORIC PRESERVATION TAX CREDITS

Historic preservation tax incentives may be available to prospective developers interested in county, state, and federal historic tax credits for investments in rehabilitation of historic structures. For further information, you may call the California Department of Parks and Recreation's Office of Historic Preservation at (916) 445-7013, or visit the Office of Historic Preservation at www.ohp.parks.ca.gov, or contact the Orange County Assessor's Office, or visit <https://www.nps.gov/tps/tax-incentives.htm>. Verification of eligibility and the applicability of tax credits for the Property shall be the responsibility of the Purchaser. GSA makes no representation on behalf of the Government that Purchaser will be eligible to receive any tax credits as a result of the Preservation Easement or otherwise.

11. UTILITIES AND SERVICE PROVIDERS

The Property is supported by both onsite and offsite infrastructure systems that provide utility services, storm drain management and sanitary sewer service. All utilities are public and are adequate to support existing operations. Procurement of utility service shall be the sole responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers for the local service area. Below are the current utility service providers:

Electricity & Natural Gas:	Southern California Edison	(800) 611-1911	https://www.sce.com/business
Water & Sewer:	Moulton Niguel Water District	(949) 831-2500	https://www.mnwd.com
Solid Waste Disposal:	CR&R Waste Services	(951) 943-1991	https://crrwasteservices.com
Telecommunications:	T-Mobile	(949) 443-0765	https://www.t-mobile.com



12. EXISTING LICENSES AND LEASES

The Reserved Property is subject to three (3) revocable licenses for non-federal use of portions of the Property by Children's Creative Learning Center, Inc., American Red Cross, and Gourmet Choice (collectively the "Licenses"). The Licenses will remain in effect at the time of conveyance of the Property until termination of the Reserved Estate. Copies of Licenses will be made available to the successful high bidder following award.

There are three (3) active leases with the Habitat for Humanity International of Orange County, Goodwill Industries of Orange County, and the City of Laguna Niguel (basketball courts) for use in southwestern portion of the Property, near the intersection of El Lazo Road and Alicia Parkway, outside of the Reserved Estate. These leases expire on June 30, 2023.



North Driveway and Rooftop Parking Areas



Aerial View to the Northeast



TERMS OF SALE

1. DEFINITIONS

a. AUTOMATIC BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

b. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

c. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property and is used interchangeably with “you.”

d. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](https://www.RealEstateSales.gov).

e. CLOSE TIME

Close Time is stated on the [RealEstateSales.gov](https://www.RealEstateSales.gov) website in the “Item Information” section and represented by the Time Remaining countdown clock as the time remaining for making bids. **Online auction sales cannot end on Weekends or Federal Holidays.**

g. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants, and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability, and control of the Government.

h. FLAT BID

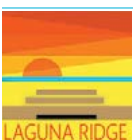
A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

i. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration.

j. GOVERNMENT

The term “Government” as used herein refers to the United States of America and is used interchangeably with “Seller” and “Grantor.”



k. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. INVITATION FOR BIDS

The term “Invitation for Bids” (“IFB”) refers to this document and the following items that are attached hereto and incorporated herein: Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property; Reports, and Attachments. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda, or amendments, shall be part of the reissued IFB.

m. PROPERTY

The term “Property” refers to the property or properties described in the Property Description of this IFB.

n. PURCHASER

The term “Purchaser” refers to the bidder whose bid the Government accepts and is used interchangeably with “Buyer” and “Grantee.”

o. WEBSITE

The GSA Auctions® website, [GSAuctions.gov](https://gsaauctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://realestatesales.gov). Additional information can also be found at [GSA.gov/LagunaRidge](https://gsa.gov/LagunaRidge).

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at [Realestatesales.gov](https://realestatesales.gov) and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB is satisfactory when made available on either or both of GSA's real property disposal websites at [Realestatesales.gov](https://realestatesales.gov) and/or [GSA.gov/LagunaRidge](https://gsa.gov/LagunaRidge).

3. INSPECTION

Inspection of the property is available **by appointment only for registered bidders who have paid the registration deposit of \$300,000**. Admittance and access onto the Property, with the presence of a federal Government representative(s), will be allowed **only with a prior reservation**. Registered Bidder and each group member will be required to show a current, valid form of identification (e.g. US Passport; State-issued Driver's License). Registered Bidders must sign the NDA in accordance with Paragraph 7, Property Description.

To request an inspection, registered bidders must send an email to LagunaRidge@gsa.gov at least **five (5) business days** before the requested tour date specifying two tour date and time options. The maximum number of participants per group is **limited to ten (10) persons**. Phone call requests will not be accepted. The following tour dates and times are available to registered bidders by request:

Session 1:	Tuesday January 31, 2023	10:00 am to 11:30 am (PST)
Session 2:	Tuesday January 31, 2023	1:00 pm to 2:30 pm (PST)
Session 3:	Wednesday February 1, 2023	10:00 am to 11:30 am (PST)
Session 4:	Wednesday February 1, 2023	1:00 pm to 2:30 pm (PST)



Session 5:	Tuesday February 7, 2023	10:00 am to 11:30 am (PST)
Session 6:	Tuesday February 7, 2023	1:00 pm to 2:30 pm (PST)
Session 7:	Wednesday February 8, 2023	10:00 am to 11:30 am (PST)
Session 8:	Wednesday February 8, 2023	1:00 pm to 2:30 pm (PST)
Session 9:	Tuesday March 14, 2023	10:00 am to 11:30 am (PDT)
Session 10:	Tuesday March 14, 2023	1:00 pm to 2:30 pm (PST)
Session 11:	Wednesday March 15, 2023	10:00 am to 11:30 am (PST)
Session 12:	Wednesday March 15, 2023	1:00 pm to 2:30 pm (PST)
Session 13:	Tuesday March 21, 2023	10:00 am to 11:30 am (PST)
Session 14:	Tuesday March 21, 2023	1:00 pm to 2:30 pm (PST)
Session 15:	Wednesday March 22, 2023	10:00 am to 11:30 am (PST)
Session 16:	Wednesday March 22, 2023	1:00 pm to 2:30 pm (PST)

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

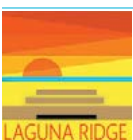
The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. All personal property remaining on the Property will be considered part of the sale and will be conveyed "As-Is/Where-Is". The Government makes no claims to the condition of these items, their fitness for use, or the number of items to be included in the sale. An "As Is, Where Is" provision will be included in the Quitclaim Deed.

6. ZONING

The City of Laguna Niguel Community Development Department designates the following zoning classification for the Property: PI – Public Institutional which is intended to allow a wide range of public, semi public and special purpose private facilities in order to provide a variety of government and social services to the community. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB. For zoning, planning, and development information please contact:



Development Services and Zoning

John Morgan
Development Services Manager
City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, California 92677
(949) 362-4332
jmorgan@cityoflagunaniguel.org

Planning

Erica Roess
Senior Planner
City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, California 92677
(949) 362-4067
eroess@cityoflagunaniguel.org

7. RISK OF LOSS

- a. As of the date of conveyance, and except as stated in the applicable terms of the Reserved Estate set forth in Page 34, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.
- b. In the event of a major loss or damage to the Property as a result of fire or other causes during the period of time between acceptance of the bid by the Government and the date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability.

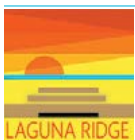
Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.



12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telecommunications lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads and other rights-of-way, and any easements, reservations, rights, and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for **one-hundred twenty (120) calendar days** after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the **one-hundred twenty (120) calendar days**, the consent of the bidder shall be obtained prior to such acceptance.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

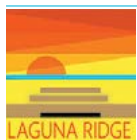
Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is **one-hundred twenty (120) calendar days** after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the **one-hundred twenty (120) calendar day period**.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of an electronic wire transfer along with the executed Preservation Easement. Upon confirmation that Purchaser's funds have been received by the Purchaser's Escrow Holder, the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. The Government reserves the right to extend the closing date for a reasonable amount of time.

17. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$500.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.



18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal, state, and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser's Escrow Holder shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to: LagunaRidge@gsa.gov.

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA and (insert landholding agency, if applicable and verified) employees are prohibited from bidding on the Property offered in the IFB.

20. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

21. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with antitrust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

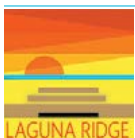
22. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115-232). Bidders represent that they do not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services.

The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB, and the certification extends until closing of the transaction as specified herein.



22. EXCLUDED PARTIES

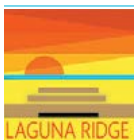
Bidders are hereby notified that GSA determines bidders' eligibility for participation in the sale described in this IFB both upon registration and at prospective award. GSA validates prospective bidders' eligibility via the System for Award Management (SAM) Exclusions Extract (available at www.sam.gov > SAM Home > Data Access > Exclusion Interfaces) and are required to provide their Social Security Number or Tax Identification Number on the Bid Form.



Aerial View to the Northwest



Aerial View to the Southwest



INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on **Tuesday March 7, 2023**, at 11 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Close of Auction) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

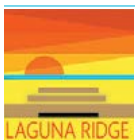
a. Bidder registration is a three-step process:

- (1) **Complete Online Registration:** Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information including a valid email address. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

GSAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAuctions.gov FAQ page.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a) and will be collected to verify the data submitted by the user.



An authentication process will be conducted to confirm the identity of individuals and companies to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity, and all submitted bids are valid. **The identity information you provide at registration is used strictly for authentication purposes.**

For more information and assistance on the online registration process, please go to [Frequently Asked Questions](#).

- (2) **Complete Registration Form:** Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request, or you may photocopy the form in this IFB.
- (3) **Provide Registration Deposit:** A deposit in the amount of **\$300,000** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check or electronic wire transfer. Personal or company checks are NOT acceptable and will be returned to the sender. **Checks must be made payable to: "U.S. General Services Administration."**

Only upon verification of your Registration Deposit, will you be allowed to bid.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Las Vegas Field Office
Real Property Utilization and Disposal
Attn: Luis Blandon
333 South Las Vegas Blvd., Suite 5501
Las Vegas, NV 89101
Phone: 415-734-8367
Email: luis.blandon@gsa.gov

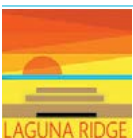
To ensure timely verification of your Registration Deposit, please email to: luis.blandon@gsa.gov and LagunaRidge@gsa.gov with an electronic copy of the Bidder Registration and Bid Form and the delivery date and tracking number for the Registration Deposit.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, if unsuccessful, may require a bidder to provide additional information by email for manual verification and may take several business days to complete. Bidders may receive a registration failure notice from registration@gsa.gov. Bidders will need to reply and provide the necessary documentation to be reviewed which may take up to 24-48 hours to validate and approve. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.



GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSA Auctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to “browse” the items. Once a bidder cures their default, they will be unblocked and given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the “My Messages” tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (415) 734-8367 or (619) 318-3843. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA’s real property disposal websites at RealEstateSales.gov.

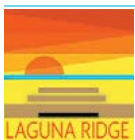
8. ONLINE BIDDING

RealEstateSales.gov allows you to place either a flat or automatic (“proxy”) bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. RealEstateSales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction’s reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction’s reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.



9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (415) 734-8367 or (619) 318-3843 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

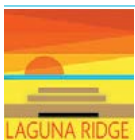
Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. CLOSE OF AUCTION

- a. Posting of the Close of Auction. The Government will post on RealEstateSales.gov the date and time on which the auction is anticipated to close (shown on the Website as “Close Time”), currently established on Wednesday, **April 12, 2023**, as the **Soft Close Date**. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as “Time Remaining”).
- b. Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the “Inactivity Period”) and is posted under the “Bidding Details” tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24 hours represented as 1440 minutes. At its option, the Government may adjust the Inactivity Period for less than 24 hours at intervals of 240 minutes (4 hours) or less. When this occurs, the Time Remaining and Close Time will adjust accordingly (see paragraph c below).

In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional Inactivity Period. The Time Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.

- c. Exceptions for Weekends and Holidays. Notwithstanding the foregoing, **online auction sales cannot end on Weekends or Federal holidays**. Therefore, if the posted Inactivity Period extends into a Weekend or Federal



Holiday, which the Website defines as the time between: (i) 12:00 am on Saturday until 11:59 pm on Sunday; or (ii) the 24-hour period between 12:00 am to 11:59 pm on any Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Federal Holidays are listed here [List of Federal Holidays](#). **When the Inactivity Period is set for less than 24 hours, the auction will not close outside of open business hours. Business hours are 8 a.m. to 5:00 pm Central Time.**

Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining. The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction. Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

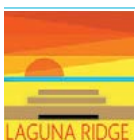
Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed, or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of an electronic wire transfer, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Upon written acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer



is payable within one-hundred twenty (120) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Return of registration deposits by check will be processed in a timely manner but may require several days before the deposit is returned.

17. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

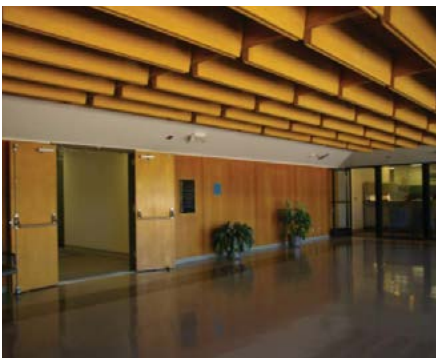
The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at [RealEstateSales.gov](https://www.RealEstateSales.gov).

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



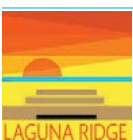
4th Floor Lobby



1st Floor Lobby



Floor Plate



NOTICES AND COVENANTS

1. ENVIRONMENTAL AND OTHER DOCUMENTATION

The Government has the following documents (“Reports”) providing information regarding environmental and building investigation activities on the Property, and other reports, for informational purposes only. These documents may include cost estimates, which are not guaranteed and may not be valid. Purchaser should conduct a careful and independent investigation of the Property to verify any estimates. Copies of the following Reports are available under “Relevant Documents” at [GSA.gov/LagunaRidge](https://www.gsa.gov/LagunaRidge):

- A. Phase I Environmental Site Assessment Report, Potomac-Hudson Engineering, Inc., December 24, 2019
- B. Determination of Eligibility, Heritage Architecture and Planning, January 29, 2016
- C. Community Design Charrette of the Chet Holifield Federal Building, January 21, 2022
- D. Laguna Ridge FAQ
- E. Reserved Estate Map
- F. Preservation Area Map

Copies of additional Reports are available by request at LagunaRidge@gsa.gov:

- G. Asbestos Reports:
 - Environmental Audit: Asbestos and Lead Survey Report, Millennium Consulting Associates, November 20, 2017
 - Asbestos Removal / Stabilization Project (CHFB ARP) Study, Chet Holifield Federal Building, Laguna Niguel, CA, Tectonics, May 31, 2017
 - Comprehensive Asbestos Survey Reports and Management Plans, ENV America Incorporated, November 2009 through January 2010
 - Laboratory Reports Asbestos, EMSL Analytical Inc, December 6, 2016
- H. Lead Based Paint Reports:
 - Lead-Based Paint Survey Reports and Management Plans, ENV America Incorporated, November 2009 through January 2010
 - Lead Facility Action Plan, Millennium Consulting Associates, December 2017
 - Laboratory Reports Lead Paint, EMSL Analytical Inc, January 24, 2017
- I. Building Reports:
 - Feasibility Study & Seismic Analysis-Redacted, KMA Architecture, May 22, 2019
 - Historic Structures Report-Redacted, Architectural Resources Group, February 27, 2019

Hardcopies of the following reports and building information will be made available for viewing onsite during the scheduled property inspection for registered bidders:

- J. Architectural and As-Built Drawings and Building Floor Plans
- K. Site Overview and Utilities Summary & Drawings



Electronic and CAD files of the items in Paragraphs J, and K above, and additional Property information, will be made available to the successful high bidder following award.

Bidders are hereby made aware of the notifications, covenants, and restrictions contained in the Reports and associated information, and acknowledge that these referenced notifications, covenants, and restrictions will be included in the conveyance documents as appropriate. Bidders are encouraged to review these reports and documents before making an offer.

2. FEDERAL USE RESERVATION - RESERVED ESTATE

The Government's conveyance of the Property will be subject to a reservation of an estate for its continued use and occupancy, including its occupants and permittees, of the 52 +/- acre portion of the Property through December 31, 2024. Terms of the Reserved Estate will be included in the Quitclaim Deed as set forth in Exhibit B - Terms of The Reserved Estate of Attachment A – Sample Quitclaim Deed.

3. AS-IS, WHERE-IS PROVISION

The Property is offered for sale "AS IS" AND "WHERE IS" without representation or warranty, expressed or implied. An "As Is, Where Is" provision will be included in the Quitclaim Deed as set forth in Attachment A – Sample Quitclaim Deed.

4. HISTORIC PRESERVATION COVENANT

The Property has been determined eligible for inclusion in the National Register of Historic Places. Historic preservation terms and conditions are set forth in the Deed of Historic Preservation Easement (see Attachment B) and will be reserved as set forth in Attachment A – Sample Quitclaim Deed.

5. HAZARDOUS SUBSTANCE NOTIFICATION

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property. The requisite CERCLA notice and covenant will be included in the Quitclaim Deed as set forth in Attachment A – Sample Quitclaim Deed.

6. NOTICE OF PRESENCE OF LEAD-BASED PAINT

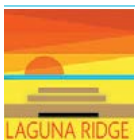
Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or paint inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment for possible lead-based paint hazards is recommended prior to converting any building constructed prior to 1978 into a residential dwelling. A Notice will be included in the Quitclaim Deed as set forth in Attachment A – Sample Quitclaim Deed.

7. NOTICE OF PRESENCE OF ASBESTOS CONTAINING MATERIALS

The Government informs the Purchaser, and the Purchaser acknowledges that asbestos and/or asbestos containing materials may contain and are otherwise presumed to exist in buildings, utilities and structures on the Property. A Notice will be included in the Quitclaim Deed as set forth in Attachment A – Sample Quitclaim Deed.

8. NOTICE OF THE PRESENCE OF RADON

The Government informs the Purchaser, and the Purchaser acknowledges that the Property may contain a radon hazard in the subject building(s) on the Property and from the Property itself. A Notice will be included in the Quitclaim Deed as set forth in Attachment A – Sample Quitclaim Deed.



9. NOTICE OF THE PRESENCE OF PESTICIDES

The Government informs the Purchaser, and that Purchaser acknowledges that the Property may contain pesticide residue from pesticides that have been applied in the management of the Property. A Notice will be included in the Quitclaim Deed as set forth in Attachment A – Sample Quitclaim Deed.

10. NOTICE OF UNDERGROUND STORAGE TANK

The Property contains one active, double-wall, fiberglass, 4,000-gallon diesel fuel underground storage tank (“UST”), located at the southern end of the Ziggurat building, with steel piping material leading to a day tank in the generator room. Veeder root tank monitoring provides release, spill, and overflow protection systems. The tank was installed in 1989 and upgraded in 1994 under Permit No. PT0029608. The Government certifies that the UST has been maintained, is in compliance, and will be in compliance as of the date of conveyance with EPA’s UST provisions codified at 40 CFR Part 280 and other applicable laws. The Purchaser, as new owner of a regulated UST system, must submit EPA form 6200-10, Notification of Ownership Change for Underground Storage Tanks, to the implementing agency within thirty (30) days of assuming ownership of the Property. This form is available at <https://www.epa.gov/ust/notification-forms-underground-storage-tanks>. A copy of GSA’s permit and related information above on file with the Agency will be made available to the successful high bidder following award.

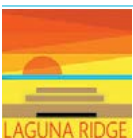
11. NOTICE OF ABOVEGROUND STORAGE TANK

The Property contains one active 3,500-gallon diesel aboveground storage tank within secondary containment, located on the Property near the northwest exterior of CHFB.

12. NOTICE OF FLOODPLAIN RESTRICTIONS

The southern and eastern portions of the Main Parcel are located within the 500-year flood zone. As set forth in the Sample Quitclaim Deed, activities contemplated for the Property by the Grantee are subject to any and all federal, state, and local laws, rules, ordinances and regulations governing land used in a floodplain or adjacent area.

THIS SPACE IS INTENTIONALLY LEFT BLANK



BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Laguna Ridge
24000 Avila Road
Laguna Niguel, California 92677
IFB #: SFRAN923107704
REGISTRATION DEPOSIT: \$300,000

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

E-mail: _____

SSN/TIN: ____ _ (required)

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

☐ An individual _____

☐ A partnership consisting of _____

☐ A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

☐ A limited liability partnership consisting of _____

☐ A corporation, incorporated in the State of _____

☐ A limited liability company _____

☐ Other _____

Registration Deposit:

By cashier's check or electronic wire transfer made payable to the **U.S. General Services Administration**

Certification and Authorization

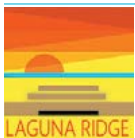
The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within one hundred twenty (120) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. SFRAN923107704 including the Property Description; Terms of Sale; Instructions to Bidders; Notices and Covenants; Bidder Registration and Bid Form for Purchase of Government Property; Reports, Attachments, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ Date: _____

Submit Registration Form with Registration Deposit to:

U.S. General Services Administration
Las Vegas Field Office
Real Property Utilization and Disposal
Attn: Luis Blandon
333 South Las Vegas Blvd., Suite 5501
Las Vegas, NV 89101
Phone: 415-734-8367 Email: luis.blandon@gsa.gov

Email courier tracking number and this completed form to: luis.blandon@gsa.gov and LagunaRidge@gsa.gov



Invitation for Bids
IFB No. SFRAN923107704
IFB Issue Date: 12/01/2022

CERTIFICATE OF CORPORATE / ORGANIZATION BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Real Property
(see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

LAGUNA RIDGE
24000 Avila Road
Laguna Niguel, California 92677
IFB Number SFRAN923107704

THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(Unless the bidder is the sole authorized representative of the corporation/organization).

I, _____, certify that I am _____
(Secretary or Other Title)

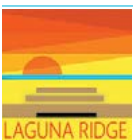
of the Corporation/Organization named as bidder herein; that _____ who signed
(Name of Authorized Representative)

this Bid Form for Purchase of Government Property on behalf of the bidder was then _____
(Official Title)

of said Corporation/Organization; that said bid was duly signed for and on behalf of said Corporation/Organization by
authority of its governing body and is within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)



ATTACHMENT A – Sample Quitclaim Deed

RECORDING REQUESTED BY:

(U.S. General Services Administration)

WHEN RECORDED, MAIL DOCUMENT AND TAX STATEMENT TO:

(Purchaser Name and Address)

**Chet Holifield Federal Building
GSA Control No. 9-G-CA-1077-AD**

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED

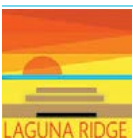
COUNTY OF ORANGE

THIS INDENTURE, made this _____ day of _____, 2023, between the UNITED STATES OF AMERICA acting by and through the Administrator of General Services, (hereinafter referred to as "GRANTOR" or "GOVERNMENT") under and pursuant to the powers and authority contained in the provisions of Title 40 U.S. Code, Chapter 5, et seq. as amended, and regulations and orders promulgated thereunder, and Public Law 114-287, 130 Stat. 1463 (December 16, 2016), and _____ (Insert name of Purchaser) _____ (hereinafter referred to as "GRANTEE").

NOW THEREFORE, GRANTOR, for consideration of \$ _____, the receipt and sufficiency of which is hereby acknowledged, and by these presents does hereby remise, release, and forever quitclaim to the GRANTEE, and to its successors and assigns, all of its right, title and interest in all of that certain real property, commonly known as the CHET HOLIFIELD FEDERAL BUILDING, located at 24000 Avila Road, City of Laguna Niguel, County of Orange, State of California, more particularly described in "Exhibit A" – Legal Description, attached hereto and made a part hereof (herein referred to as "PROPERTY").

THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- 1. PROPERTY.** The conveyance of the PROPERTY is subject to all of the covenants, conditions, restrictions and reservations provided in this Indenture.
- 2. FEDERAL USE RESERVATION - RESERVED ESTATE.** GRANTOR hereby reserves an estate over 52 +/- acres of the PROPERTY, as shown on "Exhibit B" – Reserved Estate Map, attached hereto and made a part hereof, for its continued use and occupancy of the PROPERTY, subject to the Terms of the Reserved Estate provided in "Exhibit C", attached hereto and incorporated herein.
- 3. HISTORIC PRESERVATION COVENANT.** The Chet Holifield Federal Building is individually eligible for listing in the National Register of Historic Places. This conveyance is made subject to the terms and conditions of the Deed of Historic Preservation Easement, entered into between ____ (Insert Name of Purchaser) _____ and ____ (Insert Name of Easement Holder Organization) _____, and recorded in the official records of the County of Orange contemporaneously with this Quitclaim Deed.
- 4. HAZARDOUS SUBSTANCE NOTIFICATION.**
 - (A) Notice Regarding Hazardous Substance Activity.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the PROPERTY.
 - (B) CERCLA Covenant.** GRANTOR warrants that all remedial action necessary to protect human health and the environment



has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding Hazardous Substances located on the PROPERTY on the date of this conveyance.

(1) This covenant shall NOT apply:

- (a)** In any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the PROPERTY or part thereof is a Potentially Responsible Party with respect to the PROPERTY immediately prior to the date of this conveyance;

OR

- (b)** To the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i)** Results in a release or threatened release of a Hazardous Substance that was not located on the PROPERTY on the date of this conveyance;

OR

- (ii)** Causes or exacerbates the release or threatened release of a Hazardous Substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

- (2)** In the event GRANTEE, its successor(s) or assign(s), seeks to have United States conduct any additional response action, and, as a condition precedent to United States incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide United States at least forty-five (45) days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

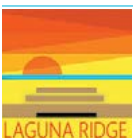
- (a)** The associated contamination existed prior to the date of this conveyance;

AND

- (b)** The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

C. Access Reservation. GRANTOR reserves a right of access to all portions of the PROPERTY for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the PROPERTY and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

5. AS-IS, WHERE-IS. (A) GRANTEE agrees and acknowledges that GRANTOR is selling the PROPERTY strictly on an "as is, where is", with all faults basis, without warranty, express or implied, with any and all latent and patent defects. GRANTEE acknowledges that GRANTOR has made the PROPERTY available for inspection by GRANTEE and GRANTEE's representatives. GRANTEE has inspected, or will have inspected prior to closing, the physical condition of the PROPERTY to the extent felt necessary by GRANTEE, including all improvements thereon, and accepts title to the same "as is" in its existing physical condition. GRANTEE acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as GRANTOR, including its agencies or any official, agent representative or employee of the foregoing, with respect to the PROPERTY's conditions. Except as set forth in the contract, GRANTEE is relying solely and wholly on GRANTEE's own examination of the PROPERTY, is fully satisfied with the PROPERTY, and accepts



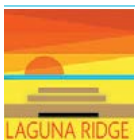
any liabilities or costs arising in connection with the condition of the PROPERTY, including, but not limited to any costs or liabilities pertaining to any environmental condition on the PROPERTY. Except as set forth in Section C, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. GRANTEE is put on notice that any prior grant and/or encumbrance may be of record and GRANTEE is advised to examine all public records available regarding the PROPERTY; **(B)** No employee or agent of GRANTOR is authorized to make any representation or warranty as to the quality or condition of the PROPERTY, merchantability, suitability or fitness of the PROPERTY for any use whatsoever, known or unknown to GRANTOR, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall GRANTOR be responsible or liable for latent or patent defects or faults, if any, in the PROPERTY or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the PROPERTY; **(C)** Nothing in this “as is, where is” provision will be construed to modify or negate the GRANTOR’s obligation under the CERCLA covenant or any other statutory obligations.

6. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED

PRIOR TO 1978. (A) GRANTEE hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (“Title X”), of the presence of any known lead-based paint and/or lead-based paint hazards in buildings constructed prior to 1978 on the PROPERTY; **(B)** GRANTEE covenants and agrees that in any improvements on the PROPERTY defined as target housing by Title X and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X before any use of such improvements as a residential dwelling. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in any improvements on the PROPERTY, lead-based paint hazards will be abated in accordance with Title X before use and occupancy of such improvements as residential dwellings; **(C)** GRANTEE covenants and agrees that in its use and occupancy of the PROPERTY it will comply with Title X and all applicable federal, state and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the PROPERTY described in the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the PROPERTY; **(D)** GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the PROPERTY.

7. NOTICE OF THE PRESENCE OF ASBESTOS. (A) GRANTEE, its successors and assigns, are warned that the PROPERTY may contain asbestos-containing materials; **(B)** GRANTEE, its successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the PROPERTY, including any asbestos hazards or concerns; **(C)** No warranties, either expressed or implied, are given with regard to the condition of the PROPERTY including, without limitation, whether the PROPERTY does or does not contain asbestos or is or is not safe for a particular use. The failure of GRANTEE, its successors and assigns, to inspect or to be fully informed as to the condition of all or any portion of the PROPERTY shall not constitute grounds for any claim or demand against GRANTOR; **(D)** The description of the PROPERTY set forth, and any other information provided herein with respect to said PROPERTY was based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the agency having custody over the PROPERTY and/or any other federal agency, shall not constitute grounds or reason for any claim by GRANTEE, its successors and assigns against GRANTOR, including, without limitation, any claim for allowance, refund, or deduction from the purchase price; **(E)** GRANTOR assumes no liability for damages for personal injury, illness, disability or death to GRANTEE or to GRANTEE’s successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the PROPERTY, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured; **(F)** GRANTEE further agrees by acceptance of this instrument of conveyance for itself, its successors and assigns, and each successor in interest to the PROPERTY, or any portion thereof, that in its use and occupancy of the PROPERTY, it will comply with all federal, state, and local laws relating to asbestos.

8. NOTICE OF THE PRESENCE OF PESTICIDES. GRANTEE is notified that the PROPERTY may contain the presence of pesticides that have been applied in the management of the PROPERTY. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”) at 7 U.S.C. Sec. 136, et seq., its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with CERCLA at 42 U.S.C.



Sec. 9601, et seq., the use of such substances is not a “release” (as defined in CERCLA at 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

9. NOTICE OF THE PRESENCE OF RADON. (A) GRANTEE is notified that the United States has determined that a radon hazard potentially exists in subject building(s) on the PROPERTY and from the PROPERTY itself. Results of previous studies performed by the United States are available to the GRANTEE. Radon is a naturally occurring radioactive gas emanating from the ground that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time, and which falls within the CERCLA “Limitations on Response” standards at 42 U.S.C. 9604 (a)(3). Additional information regarding radon and radon testing may be obtained from the Environmental Protection Agency and county and state health units; **(B)** Information provided to the GRANTEE with respect to the PROPERTY is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the PROPERTY and/or any other federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the GRANTEE, its successors, assigns, employees, invitees, or any other person subject to the GRANTEE ‘s control or direction.

10. FLOODPLAIN RESTRICTIONS. PROPERTY is located within a 500-year flood zone. Activities contemplated for the PROPERTY by the GRANTEE are subject to any and all federal, state, and local laws, rules, ordinances and regulations governing land used in a floodplain or adjacent area.

11. THIS CONVEYANCE IS EXPRESSLY MADE SUBJECT To all covenants, reservations, easements, restrictions, conditions, encumbrances, clauses, and rights of way, recorded or unrecorded, including but not limited to power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to specific easements, reservations, rights, covenants, conditions, and clauses described herein, and to any facts which a physical inspection or accurate survey of the PROPERTY might disclose.

12. COVENANTS RUN WITH THE LAND. The covenants, conditions, reservations, and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns

13. LIST OF EXHIBITS:

- A.** Exhibit “A” – Legal Description
- B.** Exhibit “B” – Reserved Estate Map
- C.** Exhibit “C” – Terms of the Reserved Estate

SAID PROPERTY transferred hereby in accordance with Public Law 114-287; 130 Stat. 1463 and assigned to the General Services Administration for disposal pursuant to Title 40, U.S. Code, Chapter 5, et seq., as amended and applicable rules, orders, and regulations thereunder.

IN WITNESS WHEREOF, the **GRANTOR** has caused this indenture to be executed and accepted as of the day and year first written above.

GRANTOR:

**The United States of America, acting by and through
the Administrator of General Services**

**Director and Contracting Officer
Office of Real Property Utilization and Disposal
U.S. General Services Administration**

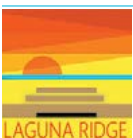


EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

**CHET HOLIFIELD FEDERAL BUILDING
24000 Avila Road
Laguna Niguel, California**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAGUNA NIGUEL, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT NO. 6674, IN THE CITY OF LAGUNA NIGUEL, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 253, PAGE 1 TO 10 INCLUSIVE, MISCELLANEOUS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE PORTION OF SAID LAND DESCRIBED IN RECORDED MAY 20, 1999 AS INSTRUMENT NO. 1999-0371874 OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE RANCHO NIGUEL IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA SHOWN AS PARCEL 1 ON MAP FILED IN BOOK 21 PAGE 41 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN(s): 634-031-01; 634-031-04; 634-031-03; 634-361-01

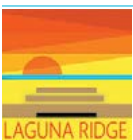
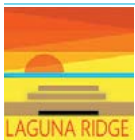
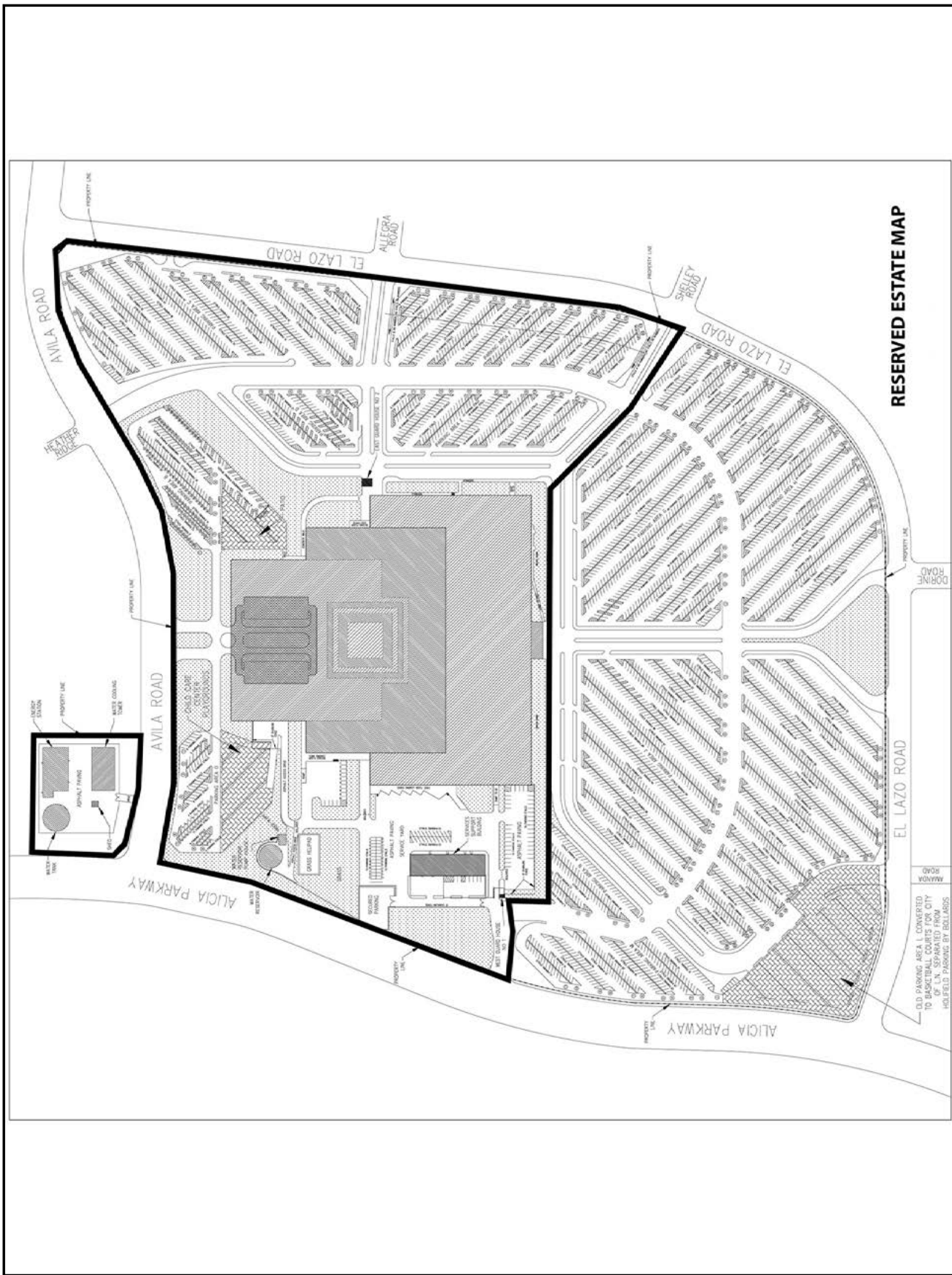


EXHIBIT B – RESERVED ESTATE MAP



Invitation for Bids
IFB No. SFRAN923107704
IFB Issue Date: 12/01/2022

EXHIBIT C – TERMS OF THE RESERVED ESTATE

Reserved Estate

In accordance with the Notices and Covenants, Federal Use Reservation – Reserved Estate, Paragraph 2, of this Quitclaim Deed, GRANTOR hereby reserves an estate over 52 +/- acres of the PROPERTY including fixtures, personal property and equipment located thereon (the “Reserved Property”). The terms of the reserved estate are as follows:

A. Term. GRANTOR will have unfettered access to the Reserved Property at all times. The term of this reserved estate will commence on the date of the conveyance of the PROPERTY to GRANTEE and will terminate no later than December 31, 2024 (the “Termination Date”). In the event that GRANTOR vacates all or any portion of the Reserved Property prior to the Termination Date, GRANTEE must accept the Reserved Property, or any portion thereof, as of the date GRANTOR vacates. The reserved estate created hereby will terminate at such earlier date for the Reserved Property, or any portion thereof, so vacated. GRANTOR may vacate the Reserved Property prior to the Termination Date if GRANTOR provides at least 60 days’ prior written notice of its vacation. If GRANTOR vacates the Reserved Property prior to the Termination Date, GRANTEE must accept the Reserved Property at such earlier date as GRANTOR vacates the Reserved Property and the reserved estate created hereby will terminate at such earlier date.

B. Reserved Estate Fee. GRANTOR retains the reserved estate created hereby without payment of a fee of any kind to GRANTEE.

C. Use of Reserved Property. GRANTEE, its employees, invitees and permittees, shall have the right to enter upon and use the unsecured parking lots, parking areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas and green belts (“Common Areas”) during the term of this reserved estate; provided, however, that GRANTEE’S access and use of the Common Areas must not disrupt or interfere with GRANTOR’S use of the Reserved Property. After giving reasonable prior notice to GRANTOR’s building manager, GRANTEE will have the right to enter buildings within the Reserved Property during business hours, provided that GRANTEE must be accompanied by GRANTOR’s building manager. Such entry must not disrupt or interfere with GRANTOR’s use of the Reserved Property.

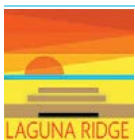
D. Covenant of Quiet Enjoyment. GRANTEE covenants that GRANTOR will peaceably and quietly enjoy and hold the Reserved Property and rights made appurtenant thereto hereunder without hindrance.

E. Maintenance of Reserved Property. During the term of the Reservation, the Government shall maintain the Reserved Property as necessary to support its continued occupancy. The Government shall have the right, but not the obligation, to maintain, repair and replace the Reserved Property or any portion thereof necessary or desirable for the Government’s access to, occupancy, possession, use, and enjoyment. The Government is not required to make or replace any capital improvements. Purchaser bears all responsibilities of ownership outside of Government’s maintenance responsibilities identified herein. “Reserved Property” includes access roads, sanitary sewers, storm drains, water mains, electrical power lines, telephone lines, fire service water lines, and other utility lines servicing the Reserved Property. The Government shall be responsible for its costs of utilities, maintenance, janitorial, and any other related services. Purchaser shall ensure continued and uninterrupted utility service for the benefit of the Reserved Property and shall exercise reasonable care in its use of the PROPERTY to minimize interference with or disruption of the Government’s use and continued operation of the Reserved Property.

F. Real Property Taxes. GRANTEE will be responsible for the payment of real property taxes applicable to the PROPERTY. “Real Property Taxes” include any form of assessment, license fee, rent tax, occupancy tax, levy, penalty, or tax imposed by any authority having the direct or indirect power to tax, including any city, county, State, or Federal Government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of GRANTEE in the Reserved Property or in the PROPERTY.

G. Damage or Destruction. In the event the Reserved Property, or any portion thereof, is damaged or destroyed, partially or totally, from any cause whatsoever, including but not limited to theft, GRANTOR, has the right, but not the obligation, to repair, restore and rebuild the Reserved Property, or any portion thereof, to a condition functional for its continued occupancy, and this reserved estate will continue in full force and effect. Grantor is not required to make or replace capital improvements. In the event that GRANTOR does not repair or restore or cannot occupy the Reserved Property or any portion thereof, GRANTOR will surrender the Reserved Property or any portion thereof to GRANTEE without claims, allowances or deductions.

H. Surrender of the Reserved Estate. Upon termination of the reserved estate, GRANTOR will surrender the Reserved Property and GRANTEE will accept the Reserved Property in the then “as is” condition. There will be no claims or any allowances or deductions for waste, damages, or restoration arising from or related to the Government’s normal and customary use of the Reserved Property during the term of the Reservation. If, at the end of the term, GRANTOR elects to abandon any personal property in place, title thereto will pass to GRANTEE.



I. Historic Preservation Conditions.

1. GRANTOR will be responsible for historic preservation compliance (under Region 9 PA or Section 106) for any undertakings, initiated by GRANTOR, occurring in the Reserved Property during the Government's continued occupancy.
2. GRANTEE will be responsible for historic preservation compliance (under terms of Preservation Easement) for any undertakings initiated by, or planned by, GRANTEE for any portion of the PROPERTY during the Government's continued occupancy.

J. Environmental Conditions.

1. Use of Reserved Premises and Notices. When GRANTOR files any plans, notices, disclosures, documentation, or reports concerning its use, generation, storage, or disposal of hazardous substances at the Reserved Property, including, without limitation, any manifests, toxic release inventory reports or other environmental reports required by local, State or federal law, GRANTOR must simultaneously provide GRANTEE with a copy of any such filing(s).
2. Environmental Incidents. Within three days of any of the events described in this sentence, GRANTOR must provide written notice to GRANTEE of any (a) discharge, release, spill, or disposal of any hazardous substance or any solid or hazardous waste (as those terms are used in federal and State law) at the Reserved Property, unless such discharge, spill or disposal was caused by GRANTEE or its employees or contractors, or (b) claim, notice, investigation, inspection, complaint, Notice of Violation, or other assertion of damages or of violation related to the discharge, release, spill, or disposal of any hazardous substance or any solid or hazardous waste (as those terms are used in federal and State law) at the Reserved Property. Upon providing notice to GRANTOR, if GRANTOR is not responding to any of the events described in section (a) or (b) above, GRANTEE, at GRANTEE's sole option and discretion, may undertake any necessary actions to respond to any of the events described in section (a) or (b) above.
3. Storage and Use of Hazardous Substances. GRANTOR must not use, produce, process, manufacture, generate, treat, handle, store, or dispose of any hazardous substances in, on or under the Reserved Property, or release any hazardous substances into any air, soil, surface water, or groundwater comprising the Reserved Property, or permit any person under its control using or occupying the Reserved Property, or any part thereof, **excluding GRANTEE, its employees and contractors**, to do any of the foregoing. The preceding sentence will not prohibit the ordinary use of hazardous substances normally used in connection with the "Permitted Activities" (as defined below), provided that the amount of such hazardous substances does not exceed commercially reasonable quantities for such purposes and the use, storage and disposal of such hazardous substances complies with all applicable laws. As used herein, "Permitted Activities" means the following activities as currently conducted by GRANTOR on the Reserved Property: **(a)** office and administrative functions; **(b)** warehouse and storage functions; **(c)** parking of motor pool vehicles; **(d)** weed and pest control; **(e)** trimming and edging garden areas; **(f)** aerating and fertilizing garden areas; **(g)** pruning of plants, shrubs and ground cover; **(h)** janitorial service functions; and **(i)** operation of the existing above ground and underground storage tanks located at:

This Reserved Property has one (1) active Underground Storage Tank ("UST"):

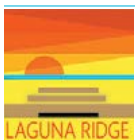
Southern End of Chet Holifield Federal Building – Double-wall, fiberglass, 4,000-gallon diesel fuel UST located at the, with steel piping material leading to a day tank in the generator room; and Veeder root tank monitoring providing release, spill, and overflow protection systems.

This Reserved Property has one (1) active Above Ground Storage Tank ("AST"):

Northwest Exterior of Chet Holifield Federal Building – 3,500-gallon diesel AST within secondary containment

K. Licenses. The Reserved Property is subject to three (3) licenses with Children's Creative Learning Center, Inc., American Red Cross, and Gourmet Choice. The Licenses will expire prior to the termination of the reserved estate. GRANTOR will remain responsible for maintaining the licensed portions of the Reserved Property during the term of the licenses.

L. Contracts. GRANTOR will, prior to the end of the term, terminate any contracts for janitorial, operations and maintenance or other services then in place at the Reserved Property.



ATTACHMENT B – Sample Preservation Easement

Space Above this Line Reserved for Recorder's Use

DEED OF HISTORIC PRESERVATION EASEMENT **COUNTY OF ORANGE**

CHET HOLIFIELD FEDERAL BUILDING
24000 AVILA ROAD
LAGUNA NIGUEL, CA 92677

THIS PRESERVATION EASEMENT DEED ("Easement") is made as of the _____ day of _____ by and between _____ ("Easement Grantor"), owner of a fee simple interest in that certain real property and improvements thereon known as the Chet Holifield Federal Building, located at 24000 Avila Road, City of Laguna Niguel, County of Orange, State of California, with Assessor's Parcel Numbers 634-031-01; 634-031-04; 634-031-03; and 634-361-01, more particularly described on Exhibit A - Legal Description of Property ("Property"), attached hereto and incorporated herein by reference, and the _____, ("Easement Grantee") a non-profit public benefit corporation, qualified under Section 501(c)(3) of the Internal Revenue Code, whose principal place of business is in _____ and whose address is _____. The definition of Easement Grantor and Easement Grantee shall include their respective successor-in-interest.

WHEREAS, Easement Grantee is a non-profit corporation authorized and qualified to accept charitable gifts of easements for the purpose of preserving buildings, structures and sites of historical, architectural or cultural significance. The Easement Grantee has an established commitment to historic preservation purposes which will be furthered by the preservation easement set forth in this Easement. The Easement Grantee has as its primary purpose the preservation, protection and enhancement of land improvements in their historical condition or use, and is a "qualified organization" as that term is defined under Section 170(h) of the Internal Revenue Code, as amended, and the regulations thereunder ("Code"); and

WHEREAS, the Property was listed in the National Register of Historic Places by the National Park Service on _____, and is a certified historic structure as described under Section 170(h) of the Code; and

WHEREAS, by a separate Quitclaim Deed, the Easement Grantor is acquiring the Property from the United States of America, contemporaneously with the execution of this Easement; and

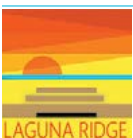
WHEREAS, the Property is subject to an Easement as described in Exhibit B - Legal Description of Preservation Area ("Preservation Area"), attached hereto and incorporated herein.

WHEREAS, the grant of this Easement by Easement Grantor to Easement Grantee will assist in preserving and maintaining the Preservation Area and its architectural, historic, and cultural features for the benefit of the people of the City of Laguna Niguel, the County of Orange, the State of California and the United States of America;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Easement Grantor does hereby grant and convey unto the Easement Grantee an Easement in gross in perpetuity.

THE EASEMENT CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Historic Preservation Covenant. Easement Grantor covenants and agrees for itself, its successors and assigns and every successor-in-interest to the Preservation Area, or any portion thereof, to be bound by the terms, conditions, and restrictions of this preservation covenant. Unless otherwise noted, this covenant utilizes the definitions in 36 CFR part 800 (2004), and particularly 36 CFR §800.16 (2004).

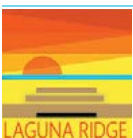


A. Historic Property Description. Easement Grantor covenants, acknowledges, and agrees to preserve the Preservation Area and setting in accordance with the terms and conditions of this covenant. The "Preservation Area" consists of that portion of the Property more particularly described in Exhibit B and depicted in Exhibit C - Map of Preservation Area, attached hereto and incorporated herein. In particular, the following facts are noted:

1. The Chet Holifield Federal Building ("Building") is individually eligible for listing in the National Register of Historic Places ("NRHP") at the state level of significance under Criterion C with a 1971 period of significance, the year of its construction, as an excellent example of a Modern/Brutalist ziggurat building designed by master architect William L. Pereira. The Building satisfies Criterion Consideration G due to the rarity of its architectural style and its association with Pereira. The seven-story, million-plus square foot building is notable not just for its massive scale, but also for its unusual design featuring a stepped ziggurat configuration with textured precast concrete cladding, dramatic angled details, and broad horizontal bands of dark glazing.
2. Character defining features ("Character Defining Features" or "CDF(s)") of the Building include:
 - Original building location.
 - Building massing and stepped ziggurat shape.
 - West and east guard stations.
 - Linear fenestration and angled brackets.
 - Pebble-textured precast concrete cladding.
 - North driveway and rooftop parking areas
 - Original main lobby on the fourth floor.
3. The United States has provided a copy of reports, drawings and photographs ("Baseline Documentation") to the Easement Grantor and Easement Grantee, which provides an accurate representation of the Property as of the effective date of this Easement. The Baseline Documentation shall include a narrative description and photographs documenting the Building's CDFs listed in A.2. Easement Grantor shall provide complete copies of the Baseline Documentation to all parties acquiring a subsequence interest in the Preservation Area.

B. Alterations. Easement Grantor hereby covenants and agrees to comply with the following terms and conditions regarding subsequent alterations to the Property.

1. Standards: Easement Grantor covenants and agrees to perform alterations to the Preservation Area in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards") and prevailing applicable codes including the California Historical Building Code ("CHBC"), found in part 8 of title 24 of the California Code of Regulations.
2. Historic Structure Report: Architectural Resources Group prepared a Historic Structure Report ("HSR"), dated February 27, 2019, which specifies what aspects of the Preservation Area are considered historic and fall under the authority of this covenant. The United States has provided a copy to the Easement Grantor.
3. Plan Review: Easement Grantor covenants and agrees to submit to the Easement Grantee, for review and approval, all plans and applications for alteration of the Preservation Area as required by Paragraphs B, C, D, E, G and H of this covenant. The Easement Grantee will review the plans for compliance with standards set forth in Paragraph B.1 of this Covenant. Easement Grantor shall not make changes or take any action subject to the approval of Easement Grantee unless expressly authorized in writing by an authorized representative of Easement Grantee. Easement Grantee agrees to respond to any request of Easement Grantor not later than forty-five (45) calendar days following receipt by Easement Grantee of Easement Grantor's request. Failure of Easement Grantee to respond to Easement Grantor within the forty-five (45) calendar day period shall not, however, be deemed to constitute approval of Easement Grantor's request.
4. Easement Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Easement Grantee, concerning the appropriateness of any activity proposed under this Easement.
5. If, within five (5) calendar days of receipt of any plan or application received from the Easement Grantor, the Easement Grantee determines it may benefit from additional technical assistance, the Easement Grantee may seek such assistance from the California State Historic Preservation Office ("SHPO") via electronic correspondence or in accordance with Paragraph J, copying the Easement Grantor on the correspondence. The SHPO may respond within fifteen (15) calendar days of receipt of the request for additional technical assistance. If the SHPO does not respond to the Easement Grantee within the allotted time frame, the Easement Grantee may proceed with its review.



6. **Prohibition of Alterations to the Preservation Area:** Easement Grantor covenants and agrees to not perform any alteration (e.g., removal of CDFs, addition of material that may affect historic materials or new construction) or permit any inaction that would materially affect the Preservation Area without the prior written approval of Easement Grantee, in accordance with subparagraph B.3 hereof. Written approval of Easement Grantee must be obtained prior to installing any signage, undertaking any work affecting or impacting CDFs that requires a permit or altering paint colors on CDFs. If Easement Grantee's prior approval is not obtained, such activities may not occur.
7. **Initial Move-in:** Within sixty (60) months from the date of conveyance and in accordance with Paragraph B.3, the Easement Grantor shall submit plans to the Easement Grantee for its initial project(s) to move into the Preservation Area.

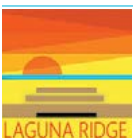
C. Ground Disturbing Activities. Easement Grantor covenants and agrees not to perform any material disturbance of any ground surface located within the Property without first:

1. Having an archaeologist, qualified in accordance with paragraph D of this covenant, review all documentation and plans associated with the proposed activity prior to its commencement and be present during any activity that disturbs the ground surface.
2. Consulting with the Native American monitor prior to commencement of ground disturbing activities and be present during any activity that disturbs the ground surface.
3. Should any cultural resources be encountered during maintenance activities or any other use of the Property, the immediate area must be secured, the activity halted, the Native American monitor contacted, and consultation promptly initiated with a qualified archaeologist to identify and evaluate the discovery and devise and implement appropriate mitigation, if warranted, in accordance with paragraph H of this covenant.

D. Professional Qualifications Standards. Easement Grantor hereby covenants and agrees that all historical, archaeological, architectural history, architectural, and historic architectural work carried out pursuant to this covenant will be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983), as such standards may be revised from time to time. The most recent guidance is available at http://www.nps.gov/history/local-law/arch_stnds_9.htm.

E. Maintenance Program. Easement Grantor hereby covenants and agrees that:

1. Easement Grantor must preserve and maintain the Preservation Area in a manner that preserves and maintains its attributes that contribute to the eligibility of the Building for inclusion in the NRHP. Easement Grantor agrees at all times to maintain the Preservation Area in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the Preservation Area or accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards and as described in the HSR.
2. Commencing on the effective date of this covenant, Easement Grantor must promptly take commercially reasonable actions to secure the Preservation Area from the elements, vandalism and arson, and must carefully undertake any stabilization that is necessary to prevent deterioration, using the Secretary's Standards and applicable NPS Preservation Briefs.
3. Easement Grantor covenants and agrees to make every effort to maintain reasonable public access to the Preservation Area, while providing appropriate security for the Preservation Area. If major changes in the Preservation Area use become necessary, then Easement Grantor will consider those alternatives that continue to meet the public access and stewardship goals of this covenant, as well as invite and consider comments from Easement Grantee on those alternatives.
4. Easement Grantor must conduct seismic analyses of the Preservation Area, if necessary, prior to any ground disturbing activity that may affect the structural integrity of the Preservation Area, and as warranted thereafter. Easement Grantor must take into consideration the results of seismic analyses, so that the structural integrity of the Preservation Area is not adversely affected by such activities and must provide the results of seismic analyses to Easement Grantee prior to said activity.



F. Insurance.

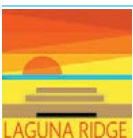
1. Easement Grantor shall keep the Property insured by an insurance company rated "Secure" by A.M. Best's Insurance Rating Guide (or if such guide is no longer published, by any replacement rating guide for insurance companies selected by Easement Grantee, in which case Easement Grantee shall select a reasonably comparable rating standard) for the full replacement value (subject to deductibles and self-insured retentions not to exceed one percent (1%) of the schedule of values for the Building) against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage.
2. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property without cost or expense to Easement Grantor or contribution or coinsurance from Easement Grantor, except as permitted in Paragraph F.1. Such insurance shall include Easement Grantee's interest and name Easement Grantee as an additional insured.
3. Easement Grantor shall deliver to Easement Grantee a certificate of insurance annually or when coverage is renewed by Easement Grantor. If Easement Grantor fails to submit proof of insurance coverage annually or at the time of renewal, Easement Grantor must deliver proof of coverage, within ten (10) business days of Easement Grantee's written request for documentation of coverage.

G. Casualty Damage to the Preservation Area. Easement Grantor hereby covenants and agrees that:

1. Immediate rescue and salvage operations are not subject to this paragraph, but rather are subject to subparagraph H.4, below. Subject to subparagraph G.2, below, if there is damage to the Preservation Area resulting from casualty loss, Easement Grantor must repair or restore, as appropriate, the Preservation Area in compliance with the Secretary's Standards, unless it is not feasible to do so because of commercial or physical infeasibility, legal requirements or other circumstances. If it is not feasible because of commercial or physical infeasibility, legal requirements, or other circumstances to repair or restore the Preservation Area in compliance with the Secretary's Standards, Easement Grantor must consult with Easement Grantee on other redevelopment alternatives and modifications of the Preservation Area, which, in all cases, must adhere to the Secretary's Standards. All cost and expense of the design and construction of any such redevelopment alternative or modifications will be borne solely by Easement Grantor.
2. In the event of damage to the Preservation Area, whether covered by subparagraph F.1, above, or by any other provision of this covenant, Easement Grantor must, in addition to all other obligations of this covenant, promptly take all steps necessary to render any undamaged portions or remains of the Preservation Area in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a secure and watertight condition and to minimize additional damage to the Preservation Area.

H. Discoveries, Unanticipated Adverse Effects, & Emergencies. Easement Grantor hereby covenants & agrees that:

1. In accordance with 14 C.C.R. § 15064.5(f), Easement Grantor will provide for the protection, evaluation and treatment of any additional historic property discovered prior to or during future construction on the Property. Should a discovery occur, Easement Grantor will notify the Easement Grantee and the SHPO within two (2) business days (not including a federal or state holiday) to develop and implement an appropriate treatment plan prior to resuming construction operations in the vicinity of the discovery.
2. All materials and records resulting from any future data recovery must be curated by an institution or organization selected by Easement Grantor in consultation with the Easement Grantee. Any reports generated must be prepared according to the U.S. Department of the Interior's Format Standards for Final Reports of Data Recovery Programs (42 FR 537-79) and must be provided to the SHPO.
3. If unanticipated adverse effects occur to the Preservation Area, Easement Grantor must notify Easement Grantee and the SHPO of the unanticipated adverse effect within two business days (not including a federal or state holiday) of learning of such unanticipated adverse effect, and for any efforts in response to these unanticipated adverse effects, Easement Grantor must comply with relevant paragraphs of this covenant.
4. Easement Grantor must ensure that any immediate rescue and salvage operations it undertakes on the Preservation Area are reviewed in accordance with Public Resources Code, Section 5028 of California Office of Historic Preservation, Department of Parks & Recreation, Technical Assistance Series 10, located at <http://ohp.parks.ca.gov/pages/1069/files/10%20comb.pdf>.



- I. Evidence of Compliance.** Upon request by Easement Grantor, but not more frequently than once every twelve (12) months, Easement Grantee shall promptly furnish Easement Grantor with a certification that, to Easement Grantee's actual knowledge, without independent investigation, Easement Grantor is in compliance with the obligations of this Easement, or that otherwise describes the status of this Easement to the extent of Easement Grantee's actual knowledge.
- J. Inspection.** Easement Grantor hereby covenants and agrees that Easement Grantee may, subject to reasonable prior notice in writing to Easement Grantor, periodically perform reasonable visits to the Preservation Area to ascertain whether Easement Grantor is complying with the conditions of this covenant. Easement Grantee and Easement Grantor will cooperate in scheduling such visits.
- K. Notice of Proposed Sale.** Easement Grantor shall promptly notify Easement Grantee in writing of any proposed offer to sell the Property or of any listing of the Property for sale and provide the opportunity for Easement Grantee to explain the terms of the Easement to the real estate listing agent and potential new owners prior to sale closing.
- L. Dispute Resolution.** Easement Grantor hereby covenants and agrees that if a dispute arises out of or relates to this covenant, or the breach thereof, and the dispute cannot be settled through negotiation, Easement Grantor or any other party seeking to enforce the protections afforded by this covenant hereby agree first to attempt in good faith to settle the dispute by mediation, before resorting to litigation. Easement Grantor's responsibilities to carry out all other actions subject to the terms of this covenant that are not the subject of the dispute remain unchanged.
- M. Communications.** Easement Grantor hereby covenants and agrees that any notice or other communication required or permitted to be given under this covenant will be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, return receipt requested, or overnight delivery service with receipt confirmation, and addressed as follows:

In the case of a notice or communication to the SHPO:

1. State of California
State Historic Preservation Officer
Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816

2. In the case of a notice or communication to Easement Grantee:

NAME _____

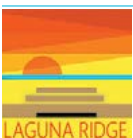
ADDRESS _____

3. In the case of a notice or communication to Native American Monitor:

Juaneño Band of Mission Indians – Acjachemen Nation (Belardes)
4955 Paseo Segovia
Irvine, CA 92603

or to such other address as any party from time to time may designate by written notice to the others.

- O. AMENDMENT.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Easement Grantor and Easement Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Easement Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of California. Any such amendment shall be consistent with the protection of the preservation values of the Property and the purpose of this Easement; shall not affect its perpetual duration; and shall not adversely impact the Preservation Area. Any such amendment shall be recorded in the land records of Los Angeles County, California. Nothing in this paragraph shall require Easement Grantor or Easement Grantee to agree to any amendment or to consult or negotiate regarding any amendment.
- P. ASSIGNMENT.** Easement Grantee may convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar, local, state, or national organization that is a "qualified organization" under Section



170(h) of the Code whose purpose, among other things, is to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the purpose for which Easement was granted will continue to be carried out. Easement Grantee shall provide timely notice to Easement Grantor of any such action.

IN WITNESS WHEREOF, Easement Grantor and Easement Grantee have caused these presents to be executed as of the day and year first above written.

EASEMENT GRANTOR:

By: _____

Name: _____

Title: _____

EASEMENT GRANTEE:

By: _____

Name: _____

Title: _____

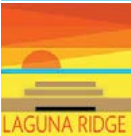


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAGUNA NIGUEL, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT NO. 6674, IN THE CITY OF LAGUNA NIGUEL, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 253, PAGE 1 TO 10 INCLUSIVE, MISCELLANEOUS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE PORTION OF SAID LAND DESCRIBED IN RECORDED MAY 20, 1999 AS INSTRUMENT NO. 1999-0371874 OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF THE RANCHO NIGUEL IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA SHOWN AS PARCEL 1 ON MAP FILED IN BOOK 21 PAGE 41 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN(s): 634-031-01; 634-031-04; 634-031-03; 634-361-01

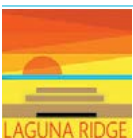


EXHIBIT B

LEGAL DESCRIPTION OF PRESERVATION AREA

[Purchaser is solely responsible for obtaining and providing a legal description]

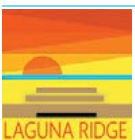


EXHIBIT C

MAP OF PRESERVATION AREA

[Purchaser is solely responsible for obtaining and providing a record of survey map]

